

## REMARKS

### **Suggestions or Constructive Comments Requested**

As a preliminary matter, Applicant respectfully requests the Examiner to provide suggestions or constructive comments regarding claimed material that the Examiner may believe to be allowable subject matter if properly claimed as permitted by MPEP 707.07(j)(II).

### **Claim Rejection – 35 USC § 101**

The OA rejected claims 1-12 and 19 as being directed to non-statutory subject matter. Applicant has amended the independent claims to overcome this rejection.

The OA on page 6 states “[a]ll of the recited method steps can be performed by the user themselves, in the mind of the user or between different users through writing by a user or to other user’s, while the potential for an implied technology does not place meaningful limitations of the claim’s scope. . . . These limitations could conceivably be derived through collaboration as stated above, while any implied machine merely loads the created product and does not place meaningful limits on the creation nor assists in the design of the web site. (i.e. creation and assistance may be on paper by a person).”

As an initial matter, Applicant respectfully disagrees that the steps of an Entrepreneur being assisted on a Facilitator’s web site “can be performed by the user themselves, in the mind of the user or between users through writing by a user or to other user’s” as alleged in the OA on page 6. All words in a claim must be considered, but the OA appears to not consider the limitation of a “Facilitator’s web site.” Applicant is unaware how one can be assisted on a “Facilitator’s web site” merely in one’s mind. Further, Applicant disagrees that explicitly stating “Facilitator’s web site” twice in claims 1, 7 and 19 constitutes only “an implied technology” as alleged in the OA on page 6.

Nevertheless, to more clearly overcome this rejection, claims 1, 7 and 19 have been amended to explicitly state that the key steps of designing are performed by a “Facilitator’s web site.” This places meaningful limits on the step of designing the Entrepreneur’s web site and the step of designing the store front web site.

The OA on page 13 states “[i]n the vernacular and within the context of Applicant’s sentence structure, given the broadest reasonable interpretation Internet may refer to signals or a transmission.”

Applicant respectfully disagrees. The very first sentence in the Background of the Invention states “[t]he Internet is a global network of interconnected computers that allows individuals and organizations around the world to communicate and to share information with one another.” All uses of the phrase “the Internet” in the Specification are consistent with this provided definition. At no time in the Specification is the phrase “the Internet” used to only “refer to signals or a transmission” the OA has defined the term. Applicant respectfully submits that “the Internet” should be given the meaning of “the Internet” as one skilled in the art at the time of the invention would conclude and as defined in the Specification.

The OA on page 13 states “As to the first prong, Applicant’s reliance on the “Internet” is merely a field of use limitation and is not central to the purpose of the method invented by the Applicant since the act of creating the web site or designing the web site is not executed by the Internet.” (underlining added)

To overcome this rejection, claims 1, 7 and 19 have been amended to explicitly include the limitation of “the Internet” in the step of designing the Entrepreneur’s web site and in the step of designing the store front web site, further tying the claims to the particular machine of “the Internet.” Thus, Applicant respectfully requests the withdrawal of this rejection.

**Claim Rejection – 35 USC § 102**

**I. Cohen does not disclose designing the Entrepreneur's web site and store front web site using the same template (claims 1 and 19) or stored set of data (claim 7).**

The Specification on page 5 describes the problem with the prior art as:

Applicants have noticed that the templates used to design an Entrepreneur's web site do not match the templates for designing a store front web site. This prevents the Entrepreneur's web site and the store front web site from appearing as a single virtual web site to Customer, thereby possibly confusing the Customers about the source of the goods and services they are purchasing.

Cohen teaches the prior art method of using different templates for a merchant's web site and its customized store front.

**A. Entrepreneur's web site use "templates that are generic to a variety of web sites."**

Cohan col. 4, lines 36-40 states "[a]t the heart of the site creating system is a page generation system that enables automatic production of **Web pages** using site-relevant data as input. The page generation system generates custom Web pages from **templates that are generic to a variety of Web sites**.

**B. Store front web site use "templates that are generic to formation of online storefronts."**

Cohan col. 3, lines 12-16 states "[t]he system further employs a page generator to create active server pages (ASPs) that form the **customized store-front**. The page generator creates the active server pages from a set of **templates that are generic to formation of online storefronts**."

**C. "templates that are generic to a variety of web sites" are not the same as "templates that are generic to formation of online storefronts."**

Thus, Cohen uses "templates that are generic to a variety of Web sites" for a merchant's web site and "templates that are generic to formation of online storefronts" for a merchant's customized store-front. These are NOT the same set of templates. As a specific example, a merchant's web site in Cohan would not use a template generic to formation of an online storefront. Cohen uses the prior art method of using different templates for web site design and for customized storefronts.

In contrast, independent claims 1 and 19 include the limitation of using the same template for the Entrepreneur's web site and for the Entrepreneur's store front web site. This is not taught by Cohen which teaches using "templates that are generic to a variety of Web sites" for a merchant's web site and "templates that are generic to formation of online storefronts" for a merchant's customized store-front.

Independent claim 7 includes the limitation of using the same set of data for the Entrepreneur's web site and the Entrepreneur's store front web site. Thus, since every step is not disclosed by Cohen, Applicant respectfully requests the withdrawal of the 35 USC 102 rejection.

The OA on page 9 states "the SBW's assists the merchant through a series of templates by the input of information into the store builder module providing the ability to create a store front web site from the same template through the use of the active server templates or AST's and the active server pages or ASP's." (underlining added) Applicant respectfully disagrees.

As stated above Cohen teaches using different templates. Specifically, Cohen uses "templates that are generic to a variety of Web sites" for a merchant's Web site and "templates that are generic to formation of online storefronts" for a merchant's customized store-front. These are NOT the same set of templates as alleged in the OA.

**V. Dependent claims 2-6 and 8-12 should be allowed.**

Independent claims 1 and 7 are believed allowable as shown above. Claims 2-6 depend from claim 1 and claims 8-12 depend from claim 7. Thus, dependent claims 2-6 and 8-12 should be allowed at least for this reason.

**CONCLUSION**

All claims currently present in this application are believed allowable over all of the art of record and prompt further examination of the application and its allowance are respectfully requested. Any questions or suggestions regarding the application submitted herewith should be directed to the undersigned attorneys for Applicant at the telephone number listed below or by email to the email address listed below.

Respectfully submitted,

**The Go Daddy Group, Inc.**

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